

RESOLUTION NO. 2010-45

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING TRANS FLORIDA DEVELOPMENT CORP. FOR THE WEST WOOD DRIVE TRAFFIC CALMING IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TRANS FLORIDA DEVELOPMENT CORP.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the “Village”) recently sought proposals for the West Wood Drive traffic calming improvements (the “Improvements”) through a competitive bidding process; and

WHEREAS, after careful review of the competitive bids submitted, the Village wishes to engage Trans Florida Development Corp. (“Trans Florida”) for the Improvements; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Trans Florida Selected. The Village Council hereby selects Trans Florida for the Improvements. If the Village and Trans Florida cannot negotiate a successful agreement, the Village Manager shall terminate any negotiations with Trans Florida and begin negotiations with the next highest ranked bidder.

Section 3. Village Manager Authorized. The Village Manager is hereby authorized to negotiate and execute an agreement with Trans Florida, subject to approval as to form, content,

and legal sufficiency by the Village Attorney.

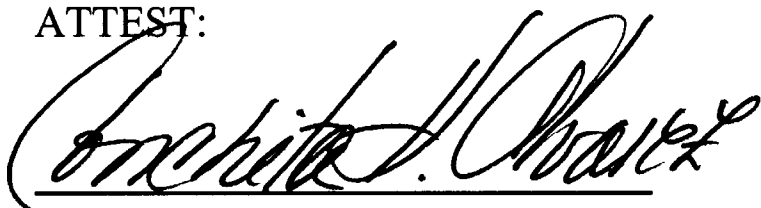
Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of October, 2010.



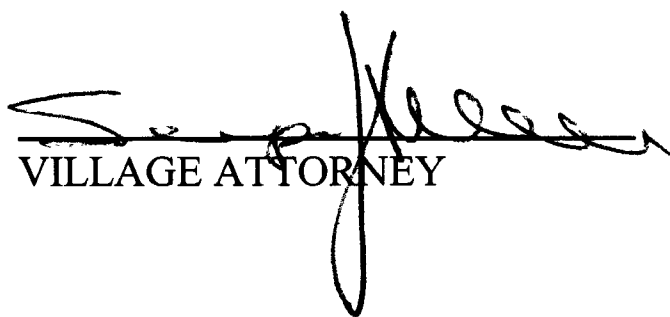
MAYOR ROBERT L. VERNON

ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION
(West Wood Drive Traffic Improvements)

THIS AGREEMENT (this “Agreement”) is made effective as of the 19 day of October, 2010 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE**, a Florida municipal corporation (hereinafter the “Village”), and **TRANS FLORIDA DEVELOPMENT CORP., a Florida corporation** (hereinafter the “Contractor”).

WHEREAS, the Contractor and Village, pursuant to Bid Documents issued by the Village, and through mutual negotiation, have agreed upon a scope of services, schedule, and fee in connection with labor, equipment and materials for traffic calming improvements along West Wood Drive, which improvements consist of the installation of four (4) traffic calming devices (the “Project”); and

WHEREAS, the Village desires to engage the Contractor to perform the services, including labor, equipment and materials, and provide the deliverables for the Project as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. **Scope of Services.**

- 1.1. The Contractor shall furnish such services, work and provide deliverables, including labor, equipment and materials (the “Services”), in accordance with Proposal attached hereto as Exhibit “A,” and as described in those certain Plans and Specifications prepared by Tetra Tech, Inc. (the “Village’s Project Engineer”), incorporated herein by reference, as may be amended by the Village from time to time (the “Plans and Specifications”), and the Bid and Contract Documents for the Project, which consist of the following documents incorporated herein by reference (collectively, the “Contract Documents”):

Bid Documents for West Wood Drive Traffic Calming Improvements;
General Conditions;
Supplementary Conditions;
General Construction Provisions; and
Technical Specifications.

2. **Term/Commencement Date.**

- 2.1 Contractor shall be instructed to commence work on the Project by written instructions in the form of a Notice to Proceed issued by the Village. Work to be performed under this Agreement shall be commenced within ten (10) calendar days after the date specified in the Notice to Proceed and shall be performed continuously until completion, unless earlier terminated in accordance with Paragraph 8.

- 2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within ninety (90) calendar days from the date specified in the Notice to Proceed, unless extended in writing by the Village Manager, in his sole and absolute discretion. The Services shall be completed as of the date the Services are certified to be completed by the Village's Project Engineer.
- 2.3 Upon failure of Contractor to complete the Services within the time period specified in this Agreement, Contractor shall be required to pay to Village the sum of One Thousand Dollars (\$1000.00) for each calendar day after the time specified in Section 2.2 that the Services have not been completed. These amounts are not penalties but are liquidated damages to Village for its inability to obtain full and beneficial occupancy of the Project. The parties recognize the impossibility of precisely ascertaining the amount of damages that will be sustained by the Village as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Services on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given. The Village is authorized to deduct the liquidated damages from monies due to Contractor for the Services under this Agreement.

3. **Compensation and Payment.**

- 3.1 Village shall pay to Contractor for the performance of the Services specified in this Agreement a total price of One Hundred Thousand, One Hundred and Nine and 10/100 Dollars (\$100,109.10) subject to the conditions, limitations, and restrictions contained in this Agreement. This price shall be full compensation for all costs, including overhead and profit, labor, equipment and materials, associated with completion of the Project in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications and the Contract Documents. The above sum shall not be modified except by a change order issued by the Village or as otherwise specified in this Agreement.
- 3.2 Contractor shall deliver an invoice to Village no more often than once per month showing a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Village. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed. Contractor shall submit with each invoice an updated construction progress schedule and a release of liens relative to the work which is the subject of the invoice. Village shall make

payment to Contractor within thirty (30) days after approval by Village of Contractor's invoice and work completed.

- 3.3 Ten percent (10%) of all monies earned by Contractor shall be retained by Village until final completion and acceptance by Village in accordance with Section 3.4 hereof. Any interest earned on retainage shall accrue to the benefit of Village.
- 3.4 Upon receipt of written notice from Contractor that the Project is ready for Village's final acceptance, Village shall, within thirty (30) calendar days, make a compliance review thereof. If Village finds the Project to be acceptable, the requirements of this Agreement fully satisfied, and that all conditions of any applicable permits and regulatory agencies have been met, a final request for payment shall be issued by Contractor, over its signature, stating that the requirements of this Agreement have been performed and the work is ready for acceptance under the terms and conditions thereof. Before issuance of the final request for payment, Contractor shall deliver to Village a complete release and waiver with respect to any liens arising out of this Agreement together with an affidavit certifying that all any suppliers, subcontractors and materialmen have been paid in full and that all other indebtedness connected with the Project has been paid. The acceptance by the Contractor of final payment shall constitute a waiver of all claims against the Village by the Contractor, except those claims previously made and identified in writing by Contractor as unsettled at the time of the request for final payment.
- 3.5 Village and Contractor agree that this Agreement shall be subject to the condition precedent that Village funds are available and budgeted for the accomplishment of the Services for the Project, and that the Village secures and obtains any necessary loans for the accomplishment of the Project pursuant to a borrowing enabling ordinance and any loan implementing resolution adopted by the Village Council.

4. **Subcontractors.**

- 4.1 The Contractor shall be responsible for all payments to any suppliers, subcontractors and materialmen and shall maintain responsibility for all work related to the Project.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in Village Manager's sole discretion.

5. **Village's Responsibilities**

- 5.1 Upon Contractor's request, Village shall make available any maps, plans, existing studies, reports and other data pertinent to the Project and in possession of the Village.
- 5.2 Upon Contractor's request, Village shall reasonably cooperate in arranging for access to any real property as required for Contractor to perform the Services.

6. **Contractor's Responsibilities**

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for the Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of the Project, it is determined that the Contractor's deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to the Plans and Specifications and Contract Documents for the Project, upon written notification from the Village Manager, the Contractor shall at Contractor's sole expense, immediately correct the work.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.
- 6.3 Contractor shall verify all dimensions, quantities, details and technical specifications shown on the Plans and Specifications, Contract Documents or other data received from Village's Project Engineer, and shall notify Village's Project Engineer in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Village's Project Engineer will promptly review the same. Any Services performed done after such discovery, but prior to written authorization of the Village's Project Engineer, will be done at the Contractor's sole risk.
- 6.4 Contractor shall accept full responsibility for the Services against all loss or damage of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.
- 6.5 The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Village will make a further

progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within thirty (30) days after the subcontractor's work is satisfactorily complete, as determined by the Village. Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their contracts and that the retainage is returned to subcontractors within thirty (30) days after satisfactory completion of the subcontractor's work. Contractor shall provide this certification in the form designated by the Village.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues in the Village. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Village is a party.

8. **Termination.**

- 8.1 If Contractor fails to timely begin work on the Services, or fails to perform the Services with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Services (as reasonably determined by the Village), or shall perform the Services unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Services pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in this Agreement or in the Plans and Specifications or Contract Documents, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Services in an acceptable manner, Village may, upon five (5) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, terminate this Agreement, and use any or all materials on the Project site which have been paid for by the Village, and may finish the Services by whatever method Village deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs, and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expended so incurred by the Village shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Village the amount of said excess.

- 8.2 Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the Project unless directed otherwise by the Village Manager.
- 8.3 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Village, in a hard copy and electronic format within ten (10) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Defective Work/Guarantee.**

- 9.1 Village shall have the authority to reject or disapprove Services which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Services or remove such defective Services and replace it with nondefective Services. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 9.2 Should Contractor fail or refuse to remove or correct any defective Services or to make any necessary repairs in accordance with the requirements of this Agreement or to ensure the Services comply with the Plans and Specifications and Contract Documents within the time indicated in writing by Village's Project Engineer, Village shall have the authority to cause the defective Services to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.
- 9.3 The Contractor shall unconditionally guarantee all materials and equipment furnished and Services performed for a period of one (1) year from the date of final completion. If within one (1) year after the date of final completion, any of the Services is found to be defective or not in accordance with the Plans and Specifications and Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Services within the-time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement or the Plans and Specifications and Contract Documents, including but not limited to, any claim regarding latent defects. Failure to reject any defective Services or material shall not in any way prevent later rejection when such defect is discovered.

10. **Delays.**

- 10.1 No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption; interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the time period for completion of performance as the sole and exclusive remedy for such resulting delay. Should any delay, disruption, interference or hindrance be caused by the Village for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate this Agreement upon fifteen (15) days written notice to the Village.

11. **Insurance.**

- 11.1 Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss as specified in the Contract Documents and as required by the Village. Such insurance shall, at a minimum, comply with all insurance requirements and specifications contained in Contract Documents incorporated herein by reference.
- 11.2 *Evidence of Insurance.* Unless, and to the extent, Village has agreed otherwise, Contractor shall not commence the work until Contractor has procured the insurance required by the Village and under the Contract Documents and such insurance has been approved by Village. Contractor shall provide evidence of such insurance in the following manner. Contractor shall furnish Village with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to Village, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall provide that the Village shall be given no less than thirty (30) days' written notice prior to renewal or cancellation.
- 11.3 *Qualification of Contractor's Insurers.* Insurers providing the insurance required by this Agreement must either be: (1) authorized by a subsisting

certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes. Each insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

11.4 *Description of Required Insurance.* Unless and to the extent Village has agreed otherwise, without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Agreement, the insurance shall commence prior to the commencement of work by Contractor and shall be maintained in force until final completion of and acceptance of the work by Village.

11.5 *Insurance on Subcontractors.* Contractor shall require its subcontractors to maintain any and all insurance required by law and by the Village.

12. **Nondiscrimination.**

12.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

13. **Attorneys' Fees and Waiver of Jury Trial.**

13.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

13.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

14. **Indemnification.**

14.1 Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement,

including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

14.2 The provisions of this section shall survive termination of this Agreement.

15. **Notices/Authorized Representatives.**

15.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Genaro "Chip" Iglesias
Village Manager
Village of Key Biscayne
88 West McIntyre Street, Suite 210
Key Biscayne, Florida 33149

With a copy to: Stephen J. Helfman, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor: Trans Florida Development Corp.
13960 S.W. 144 Avenue Road
Miami, Florida 33186
Attention: AQUILINO MELO

16. **Governing Law.**

16.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

17. **Entire Agreement/Modification/Amendment.**

17.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or

relied upon by either party, other than those that are expressly set forth herein.

- 17.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 17.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

18. **Ownership and Access to Records and Audits.**

- 18.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 18.2 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Contractor providing the Services to the Village under this Agreement shall be the property of the Village.
- 18.3 The Village Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. The right to access and examination of records in this paragraph shall continue until disposition of any mediation, claims, litigation or appeals. The Contractor agrees to include in subcontracts made for Services under this Agreement (excluding purchase orders not exceeding \$10,000) a clause substantially the same as that contained in this paragraph.
- 18.4 The Village may cancel and terminate this Agreement immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

19. **Nonassignability.**

19.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager, in its sole and absolute discretion. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

20. **Severability.**

20.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

21. **Independent Contractor.**

21.1 The Contractor and its employees, volunteers and agents shall be and remain an independent Contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

22. **Compliance with Laws.**

22.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular, without limitation, shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, and so as to provide minimal disruption to traffic and rights-of-ways, except as provided for in the Plans and Specifications and Contract Documents, without the written consent of the proper authorities.

23. **Waiver**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **Prohibition of Contingency Fees.**

25.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

26. **Public Entity Crimes Affidavit**

26.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

27. **Counterparts**

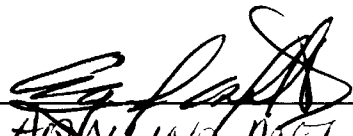
27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

CONTRACTOR:

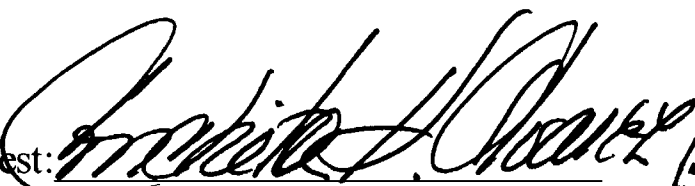
**TRANS FLORIDA DEVELOPMENT
CORP.**, Florida Corporation

By: 
Name: AQUILINO MELO
Title: PRESIDENT

VILLAGE:

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

By: 
Senaro "Chip" Iglesias, Village Manager

Attest: 
Conchita H. Alvarez, MMC,
Village Clerk



Approved as to Form and Legal Sufficiency:

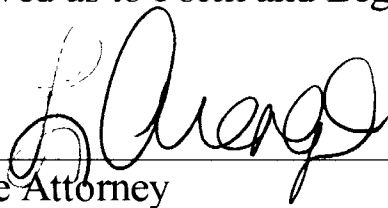

Village Attorney

EXHIBIT “A”

(Proposal)

PROPOSAL

FOR THE VILLAGE OF KEY BISCAYNE WEST WOOD DRIVE TRAFFIC CALMING IMPROVEMENTS

PRESENTED BY TRANS FLORIDA (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Florida doing business as (corporation, Partnership, or Individual as applicable) submitted on this 21 day of SEPTEMBER 2010 to the VILLAGE OF KEY BISCAYNE (hereinafter called the "OWNER").

The undersigned, as Bidder (herein used in the masculine singular, irrespective of actual gender and number) hereby declares that the only persons interested in this Proposal are named herein, that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains, that this Proposal is made without connection or arrangement without any connection or arrangement with any other person, and that this Proposal is in every respect fair, and it submitted in good faith and without collusion or fraud.

The Bidder further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Proposal pertains.

Sealed bids for a Project known and identified as "West Wood Drive Traffic Calming Improvements" will be received by the Village of Key Biscayne, Village Clerk, at the Village Hall, 88 West McIntyre Street, Village of Key Biscayne, Florida, 33149, until 2:00 p.m. on September 21, 2010. At 2:00 p.m. the bids will be publicly opened and read aloud. Any bids received after 2:00 p.m. will not be considered. The mailing address of the Village Hall is the same as shown above.

Bid Security Forfeited Liquidated Damages: Failure to execute a Contract and file an acceptable Performance Bond, when required, as provided herein, within ten (10) days after written notice of award has been given, shall be just cause for the annulment of the award. Award may then be made to the next lowest responsible Bidder or all bids may be rejected.

Sets of the Contract Documents including Plans and Specifications may be obtained at the Village of Key Biscayne, 88 West McIntyre Street, Florida, 33149, for a charge of Fifty Dollars (\$50.00) per set, payable by cash or check. Make checks payable to Tetra Tech, Inc. Copies of the Bid Documents are non-returnable and non-refundable. Any questions regarding these Contract Documents, Plans and Specifications can be addressed to Alicia M. Vereas-Feria, of Tetra Tech, Inc. at 305-632-8321.

The Village of Key Biscayne will award the contract within 90 days. The Contractor shall begin work within 10 calendar days after receipt of the Notice to Proceed. All work shall be completed within 90 calendar days from the receipt of the Notice to Proceed.

The Village of Key Biscayne, Florida, reserves the right to reject any or all bids, to waive any

informality in any bid or to re-advertise for bids. Bids from any person, firm or corporation in default on other contracts or agreements with the Village and/or the County may be rejected. Failure by the Bidder to satisfy claims on previous contracts with the Village and/or the County may be a cause for rejection of his bid.

The Village of Key Biscayne, Florida, reserves the right to add or delete any or all items for the bid item list prior or during the construction phase. The Contractor will be compensated by increasing or decreasing the original amount by the bid item price.

The Bidder proposes and agrees, if this Proposal should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the Village of Key Biscayne, Miami-Dade County, Florida.

TRANS FLORIDA

SCHEDULE OF BID ITEMS					
FDOT Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total
West Wood Drive Traffic Calming Improvements					
100-1	Allowance Account	LS	1	\$ 10,000.00	\$ 10,000.00
101-1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
101-2	Indemnification	LS	1	\$ 25.00	\$ 25.00
101-3	Performance and Payment Guaranty & Insurance	LS	1	\$ 1,269.60	\$ 1,269.60
102-1	Maintenance of Traffic	LS	1	\$ 500.00	\$ 500.00
110-1	Clearing and Grubbing	LS	1	\$ 3,660.00	\$ 3,660.00
110-4	Removal of Existing Concrete Pavement	SY	100	\$ 6.00	\$ 600.00
120-1	Grading	LS	1	\$ 500.00	\$ 500.00
160-4	12" Stabilized Subgrade	SY	90	\$ 3.50	\$ 315.00
200-1	Limerock Base, Primed (8" Thick)	SY	90	\$ 14.00	\$ 1,260.00
210-1	Reworking Limerock Base	SY	90	\$ 8.00	\$ 720.00
526-1	Brick Pavers	SY	900	\$ 29.85	\$ 26,865.00
400-1	Concrete, Class I (Substructure)	CY	200	\$ 84.00	\$ 16,800.00
425-5	Adjust Manholes	EA	6	\$ 200.00	\$ 1,200.00
520-1A	Type "F" Concrete Curb and Gutter (Colored)	LF	120	\$ 14.60	\$ 1,752.00
520-1B	Type "E" Concrete Curb and Gutter (Colored)	LF	520	\$ 15.00	\$ 7,800.00
520-1C	Type "E" Concrete Curb and Gutter (Modified) (Colored)	LF	60	\$ 13.15	\$ 789.00
520-1D	Type "D" Curb (Colored)	LF	130	\$ 12.55	\$ 1,631.50
520-1E	Concrete Band (Roadway) (Colored)	LF	750	\$ 12.00	\$ 9,000.00
522-1	Concrete Sidewalk, 4" Thick	SY	70	\$ 25.20	\$ 1,764.00
575-1	Sodding	SY	100	\$ 4.45	\$ 445.00
700-1	Traffic Signs (Permanent)	EA	24	\$ 325.00	\$ 7,800.00
706-1	Reflective Pavement Markers	EA	102	\$ 5.00	\$ 510.00
711-1	Thermoplastic Marking	SF	320	\$ 3.95	\$ 1,264.00
948-1A	2" Schedule 40 PVC Pipe	LF	60	\$ 10.65	\$ 639.00